

Central District of California

Interstate Fire and Casualty Company

BILL OF COSTS

V. Pacific Employers Insurance Company	Case Number: EDCV 06-59	3-VAP	
Judgment having been entered in the above entitled action on	August 31, 2007 agains	Interstate Fire	and Casualty Co.
the Clerk is requested to tax the following as costs:	Date		,
Fees of the Clerk		, \$_	0.00
Fees for service of summons and subpoena		····	1,284.75
Fees of the court reporter for all or any part of the transcript neces: (Expedited or daily transcripts require prior Court Order.) 1. Trid! Transcripts, if requested by the Court or prepared prior the court or prepared prior to the court of the court or prepared prior to the court or prepared prior to the court of th			0.00
Deposition Transcripts (includes non-expedited transcript fees for binding, bates stamping, non-expedited shipping disks, production and code compliance charge, electronic and witness handling charges)	ts, the reporter's appearance f & handling, processing fee, A transmission charge, miniscr	ee, SCII ipts	3,885.24
Fees and distinsements for printing	provily filed and carved)	• • • • •	666.51
	•	. -	0.00
Fees for witnesses (flemize on page 2 of 3)	*	•	5,193.06
Fees for exemplification and copies of papers necessarily obtained	te: 7.31.09	·····	
Docket lees under 28 0.3.C. 1923	Counsel present	or · ·	0.00
Costs as shown on Mandate of Court of Appeals	✓ Plaintiff —— Pl	Defendani	0.00
Compensation of court-appointed experts	·····Objections-filed:	Yes	No 0.00
Compensation of interpreters and costs of special interpretation se	Reply filed: ryices under 28 U.S.C. 1828 of costs taxed in the	Yes No	5.00
Other costs to be taxed pursuant to prior Court approval (pleas A)	prioryed by: King K.	Chay	0.00
	•	TOTAL \$_	11,029.56
SPECIAL NOTE: Attach to your bill an itemization and documen	tation for requested costs in a	ll categories.	
	RATION		
I declare under penalty of perjury that the foregoing costs are co- for which fees have been charged were actually and necessarily pe prepaid to: See attached proof of service	rformed. A copy of this bill v		
Signature of Attorney		me of Attorney	
For: Pacific Employers Insurance Com	ipany	Date:	. நடிது ber 13, 2007
Costs are taxed in the amount of \$11,029.56		and includ	ed in the judement.
TERRY NAFISI By:	my of Gray		1-31-09
Clerk of Court Depu	y Clerk		Date
CV-50 (12/02)	COSTS		

Attachment A to PEIC's Bill of Costs

Itemization of Bill of Costs

Fees for Service of Summons and Subpoena

Fee for service of process, Subpoena to Varner & Brandt		145.00
Fee for service of process, Subpoena to Republic Western Ins.		314.75
Fee for service of process, Subpoena to Green Broilet & Wheeler		75.00
Fee for service of process, Subpoena to Cochran Cherry Givens & Smith		75.00
Fee for service of process, Subpoena to Sistema Internacional		580.00
Fee for service of process, Subpoena to Keith Koeller		95.00
	Total	1,284.75

Fees of the court reporter for all or any part of the transcript necessarily obtained for use in the case

Deposition Transcripts:	
Depo Transcript for David Farrell	139.10
Depo Transcript of Charles Norris- Republic's Person Most Knowledgeable-	
Re: Claims	319.25
Depo Transcript of Douglas Bell- Republic's Person Most Knowledgeable-	
Re: Underwriting	166.75
Depo Fee & Transcript of Kevin Theil- Interstate's Person Most Knowledgeable-	
Ke. Onderwriting	848.18
Depo Transcript of Teresa Donahoe- Interstate's Person Most Knowledgeable-	
Re: Claims	492.04
Depo Transcript of Miguel Pulido	368.55
Depo Transcript of Keith Koeller	611.14
Depo Transcript of Andrew Slear- PEIC's Person Most Knowledgeable-	
Re: Claims	940.23
Total 3	,885.24

Attachment A to PEIC's Bill of Costs

Itemization of Bill of Costs

Fees and disbursements for printing (The costs of copies of an exhibit attached to a document necessarily filed and served)

Exhibits to Motion For Summary Judgment -total pages 883

Law Offices of Morales & Gary Invoice number 9513

Copy charges @ .10 page- 88.30

Four copies served on court and parties- 353.20

Exhibits to Opposition to Plaintiff's Motion For Summary Judgement- total pages 603

Copy Tec Invoice number 3876 -Copy charges @ .12 page- 72.36

Four copies-served on court and parties 289.44

Sales Tax on Copy Tec copy charge (8.25%) 23.87

Total 666.51

Total

313.31

Fees for exemplification and copies of papers necessarily obtained for use in the case

Copy charges for documents produced in response to subpoena on SITA by	
Dickinson & Associates	546.34
Copy charges for documents produced in response to subpoena on Cochran, Cherry	1,560.64
Copy charges for documents produced in response to subpoena on Varner & Brandt	2,395.39
Copy charges for documents produced in response to subpoena on Greene, Broillet	
& Wheeler	690.69

Total 5,193.06

Total 11,029.26

DECLARATION OF MARILYN A. ROGERS

- I, Marilyn A. Rogers, declare as follows:
- 1. I am an attorney with the law firm of Morales, Fierro & Reeves, counsel for Defendant Pacific Employers Insurance Company ("PEIC") in this action. I have personal knowledge of the facts contained herein and if called to testify would and could do so competently.
 - 2. This Declaration is made in support of PEIC's Verified Bill of Costs.
- 3. Throughout this litigation, I oversaw the costs incurred in this litigation and authorized the costs listed in this declaration in my role as counsel for PEIC. I can and do verify that the charges set forth in PEIC's Bill of Costs and this declaration and its exhibits are correct and were necessarily incurred in this case and that the services for which the costs have been charged were actually and necessarily performed as set forth below.
- 4. On August 31, 2007, the Court entered an Order granting PEIC's Motion for Summary Judgment and denying plaintiff Interstate Fire & Casualty Company's ("Interstate") Cross-Motion for Summary Judgment. On August 31, 2007, the Court entered Judgment in favor of PEIC on Interstate's complaint. Attached hereto as Exhibit A are true and correct copies of the Court's Order granting PEIC's Motion for Summary Judgment and denying Interstate's Cross-Motion for Summary Judgment and the Court's Judgment in favor of PEIC.

Fees for Service of Subpoenas

5. In this case, PEIC was sued by Interstate for equitable subrogation, contribution and declaratory relief relating to the funding of an over \$10,500,000 settlement of nine underlying personal injury cases that arose out of a bus accident in Riverside County, California. The settlement was paid by the primary insurer, Republic Western Insurance Company ("Republic") and Interstate, both of which insured the bus operator and driver. PEIC was not involved in the underlying cases

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nor in their settlement as PEIC's named insured, Greyhound, never tendered the cases to PEIC and was dismissed early on.

- As PEIC was not involved in the underlying cases, it had very little 6. information regarding the facts of the underlying cases and the relationships between the various defendants when it was sued by Interstate. Accordingly, in addition to propounding discovery, including document requests, on Interstate, PEIC subpoenaed documents from the following third parties: 1)Varner & Brandt which acted as defense counsel for the defendants; Gonzales, Inc. dba Golden State Transportation ("Golden State"), the bus operator, Miguel Pulido, the bus driver and Sistemas International De Transporte De Autobuses, Inc. ("SITA"), Golden State's parent company in the underlying cases; 2) the two plaintiffs' firms which represented plaintiffs with significant injuries: Cochran, Cherry, Givens & Smith, which represented the Montero plaintiffs and Greene, Broillet & Wheeler, which represented the Mendoza plaintiffs; 3) Republic Western Insurance Company, the primary insurer, which paid \$5,000,000 under its auto policy, and approximately \$732,500 under its comprehensive general liability policy to settle the nine underlying cases (Republic did not intervene in the case until approximately five months later); and 4) SITA, the parent company of Golden State as SITA was the named insured under the Republic and Interstate policies and Golden State was in bankruptcy.
 - 7. PEIC subpoenaed the above documents to determine, *inter alia*,:
- 1) the basic facts of the accident; 2) what kind of damages were involved;
- 3) whether the settlements of the underlying cases had been reasonable; 4) whether the underlying actions had been tendered to any other insurers or entities; 5) the relationship between SITA, Golden State and Greyhound relating to the leasing, the insuring and operation and control of the bus involved in the accident and which entity employed Pulido; 6) whether, based on the facts of the case, there was any

potential coverage under the PEIC policy for the actions; and 7) if there was coverage under the PEIC policy for this loss, the priority between the PEIC and Interstate policies' obligation to respond to the loss. In addition, since the Interstate policy is a policy which specifically follows form to Republic's auto policy, PEIC subpoenaed Republic's documents to get a complete copy of Republic's auto policy and underwriting file so it could determine the scope of coverage provided by the Interstate policy.

- 8. The above documents were necessary to the defense of PEIC in the case and in bringing PEIC's successful motion for summary judgment and the costs associated with serving the subpoenas were reasonable and necessary.
- 9. True and correct copies of the subpoena and the bill for service of the subpoena to Varner & Brandt are attached hereto as Exhibit B.
- 10. True and correct copies of the subpoena to Republic and the bill for the service of the subpoena are attached hereto as Exhibit C. As Republic is located in Arizona, this subpoena had to be served in Arizona. In addition, Republic initially refused to accept service of the subpoena and it took the process server two attempts to serve the subpoena on Republic.
- 11. True and correct copies of the subpoena to Cochran, Cherry Given and Smith and the bill for the service of process of the subpoena are attached hereto as Exhibit D.
- 12. True and correct copies of the subpoena to Greene, Broillet & Wheeler and the bill for the service of process of the subpoena are attached hereto as Exhibit E.
- 13. True and correct copies of the subpoena to SITA and the bill for the service of process of the subpoena to SITA is attached hereto as Exhibit F. As SITA is located in Texas, this subpoena had to be served in Texas. With respect to service of process on SITA, it required several attempts to serve SITA. The Texas Secretary of State had an incorrect address listed for SITA. Therefore, PEIC's first

attempt to serve SITA was unsuccessful. A true and correct copy of the corporate record listing for SITA is attached hereto as Exhibit G. After the correct address was located, SITA refused to accept service the first two times the process server attempted service. It was only after the third attempt at the correct address that the process server was successful. Therefore, the costs associated with the service of this subpoena were reasonable and necessary.

14. PEIC also subpoenaed and took the deposition of Keith Koeller. Interstate had hired Mr. Koeller in relation to the underlying cases and had taken the position that he had acted as co- defense counsel for SITA, Golden State and Mr. Pulido in the underlying cases. On this basis, Interstate alleged that it had actually defended the defendants in the underlying cases and that PEIC had a duty not only to contribute to the settlement but allegedly to defend as well. In addition, Mr. Koeller had drafted the letter tendering the underlying actions to PEIC. Therefore, PEIC took his deposition regarding his tender of the underlying suits to PEIC and information relating to his role as defense counsel and clarify Interstate's claim regarding PEIC's alleged duty to defend. Therefore, the costs associated with the service of this subpoena were reasonable and necessary. True and correct copies of the subpoena to Keith Koeller and the bill for the service of process of the subpoena to Mr. Koeller is attached hereto as Exhibit H.

Fees and costs related to Depositions

15. There were approximately eight depositions taken in this case before PEIC's Motion for Summary Judgment was granted. The majority of these were noticed and taken by Interstate. PEIC is entitled to the deposition fees and transcript costs for the seven depositions which it either noticed or obtained transcripts as all of the transcripts were necessarily obtained for use in the case by PEIC as set forth below. (PEIC did not order a copy of the deposition transcript of Todd Baxter's deposition.)

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- Conference in this case. At that hearing, counsel for Interstate and I both represented to the Court that this was a case that was likely to be resolved by dispositive motions. To that end, early in the case, I contacted Interstate's counsel regarding whether Interstate would agree to stipulate to certain facts and to authenticate certain documents so that the parties could forego the cost of taking depositions. I spoke with Todd Baxter, counsel for Interstate, on numerous occasions regarding stipulating to facts and documents. True and correct copies of my March 6, 2007 e-mail and attached draft Stipulation Re Facts and Authenticity and Admissibility of Documents are attached hereto as Exhibit I.
- 17. However, Interstate ultimately would not agree to stipulate to any facts or to authenticate any documents. On that basis, Interstate went ahead and took the deposition of the bus driver, Miguel Pulido in Arizona on March 12, 2007. As the deposition related to the facts of the accident and Mr. Pulido's employment both of which in part related to whether Mr. Pulido could be considered an insured under the PEIC policy, it was necessary for counsel for PEIC to attend the deposition and get a copy of the transcript. In addition, PEIC attached a portion of the transcript to its Opposition to Interstate's Cross-Motion for Summary Judgment. Therefore, this transcript was necessarily obtained for use in the case by PEIC and its costs were reasonable. True and correct copies of the Notice of Deposition of Miguel Pulido and the bill for the deposition transcript of Miguel Pulido is attached hereto as Exhibit J.
- 18. On April 16, 2007, Interstate filed its Cross-Motion for Summary Judgment against PEIC which, inter alia, argued that the Interstate policy did not insure buses and did not specifically rate and identify the bus involved in the accident. As documents in the underwriting files produced by Interstate proved the fallacy of these arguments, PEIC needed to use the Interstate's underwriting documents as exhibits to its Opposition to Interstate's Cross-Motion for Summary

Judgment. However, despite PEIC's repeated requests that Interstate authenticate the underwriting files it produced in the case, Interstate refused to do so. True and correct copies of my April 6, 2007 letter and attached stipulation regarding the authenticity of Interstate's underwriting files is attached hereto as Exhibit K.

- documents, PEIC was required to take the deposition of Interstate's most knowledgeable witness on underwriting, Kevin Thiel, in Denver, Colorado to authenticate Interstate's underwriting file so that it could be used as an exhibit to PEIC's Opposition. Therefore, this transcript was necessarily obtained for use in the case by PEIC and its costs were reasonable. True and correct copies of the deposition notice of Interstate's PMK witness, Kevin Theil, and billing for the deposition fees and transcript of Kevin Theil are attached hereto as Exhibit L.
- 20. PEIC also subpoenaed and took the deposition of Keith Koeller on June 27, 2007. As set forth in paragraph 14 of this declaration, this deposition and the costs of its transcript were necessarily obtained for use in the case by PEIC and its costs were reasonable. True and correct copies of the deposition notice of Keith Koeller and billing for the deposition transcript of Keith Koeller are attached hereto as Exhibit M.
- 21. Interstate also noticed and took the deposition of depositions of David Farrell, the former Safeco employee who had signed the lease agreement with Greyhound for the lease of the buses was relevant as Interstate was arguing that PEIC had a duty to insure the bus at issue under the lease. In addition, it was relevant to Safeco's understanding of the terms of the Lease agreement between Safeco and Greyhound including whether Safeco understood that it had given its permission to Greyhound to use the buses. Therefore, the deposition was relevant to PEIC's defenses in the case. Accordingly, the deposition and the costs of its transcript were necessarily obtained for use in the case by PEIC and its costs were

reasonable. True and correct copies of the deposition notice of David Farrell and billing for the deposition transcript of David Farrell are attached hereto as Exhibit N.

- 22. After PEIC and Interstate had filed their Cross-Motions for Summary Judgment, Republic entered the case as a plaintiff in intervention. Republic requested that the parties continue the hearing and depositions that were scheduled. While PEIC was willing to take the majority of the depositions after the hearing on the parties' motions, Interstate was not. (See the parties' papers relating to Republic's ex parte application previously filed with the court.) Interstate went forward with taking the depositions of Republic's most knowledgeable person regarding claims, Charles Norris; Republic's most knowledgeable person regarding underwriting, Douglas Bell; and PEIC's most knowledgeable person regarding claims, Andrew Slear.
- 23. The depositions of Republic's most knowledgeable persons regarding claims and underwriting which were noticed by both Interstate and PEIC were relevant to Republic's handling of and settlement of the underlying actions including whether the settlement was reasonable, the tender of the underlying cases to various insurers including Interstate, whether Republic ever tendered the Underlying Actions to PEIC, and the underwriting of the Republic auto policy to which the Interstate policy followed form. Therefore, the depositions were relevant to PEIC's defenses in the case. Accordingly, these depositions and the costs of their transcripts were necessarily obtained for use in the case by PEIC and their costs were reasonable. True and correct copies of the deposition notices of Republic's PMK witnesses and billing for the deposition transcripts of Charles Norris and Douglas Bell are attached hereto as Exhibit O.
- 24. In addition, Republic and PEIC noticed and took the deposition of Interstate's most knowledgeable person regarding claims, Theresa Donahoe. This deposition was relevant to Interstate's handling of and settlement of the underlying

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actions, Interstate's tender of the underlying cases to various insurers including PEIC and Interstate's claims against PEIC. Therefore, the deposition and the costs of its transcript were necessarily obtained for use in the case by PEIC and its costs were reasonable. True and correct copies of the deposition notice of Interstate's PMK witness, Theresa Donahoe, and billing for the deposition transcript of Theresa Donahoe are attached hereto as Exhibit P.

25. Finally, Interstate took the deposition of PEIC's most knowledgeable witness regarding claims, Andrew Slear. As this was the deposition of a PEIC witness, this deposition related to PEIC's position and defenses in the case. Thus, the deposition and its costs were necessarily obtained for use in the case by PEIC. Further, its costs were reasonable. True and correct copies of the deposition notice of PEIC's PMK witness, Andrew Slear, the notice of deposition of Andrew Slear and the billing for the deposition transcript of Andrew Slear are attached hereto as Exhibit Q.

Fees and Disbursements for Printing

26. PEIC is entitled to the expenses of copying the exhibits to its Motion for Summary Judgment and its Opposition to Interstate's Cross-Motion for Summary Judgment. I have personally counted the number of pages of exhibits which were attached to PEIC's Motion for Summary Judgment and they number 883 pages. These exhibits were copied in-house at 10 cents per page four times:

1) for the copy filed with the Court; 2) the courtesy copy to the Judge; 3) the copy served on Interstate; and 4) the copy that was later served on Republic after it had intervened in the case. The total sum of copies of these exhibits was \$353.20.

These exhibits were necessary to support PEIC's Motion for Summary Judgment and the cost of 10 cents a page was reasonable. A true and correct copy of the portion of Morales & Gary's bills regarding these copy charges is attached hereto as Exhibit R.

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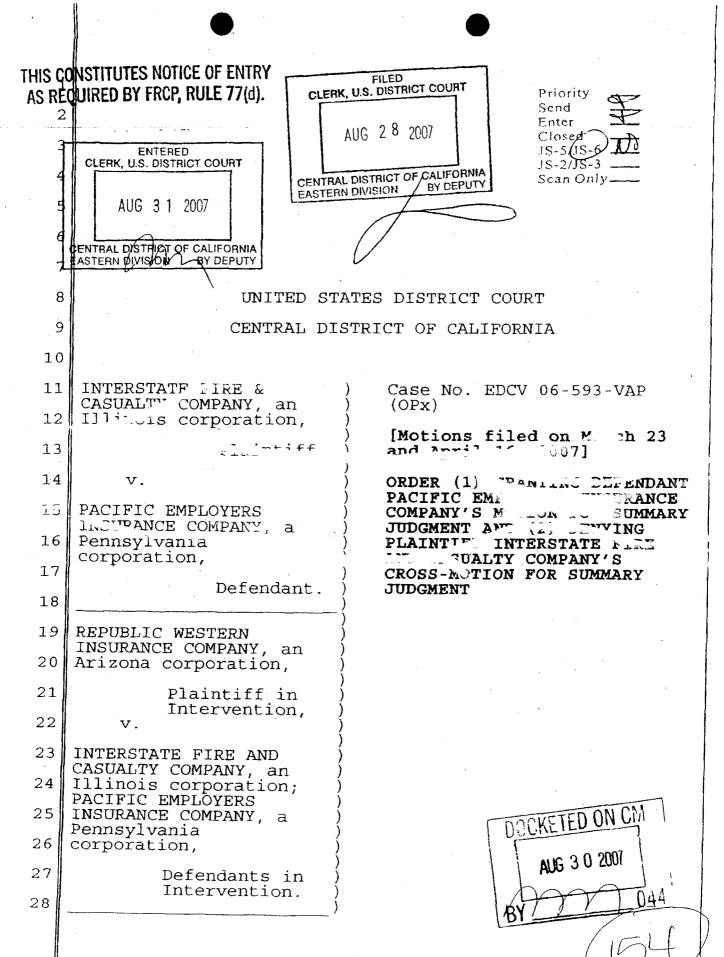
27. I have personally counted the number of pages of exhibits which were attached to PEIC's Opposition to Interstate's Cross-Motion for Summary Judgment and they number 603 pages. During the time that the Opposition was being prepared, Morales & Gary's copying machine was not working. Therefore, counsel had to send out the Opposition to be copied by an outside copy service which charges 12 cents per page. The exhibits to the Opposition were copied at 12 cents per page four times: 1) for the copy filed with the Court; 2) the courtesy copy to the Judge; 3) the copy served on Interstate; and 4) the copy served on Republic. The total sum of copies of these exhibits including tax was \$313.31. These exhibits were necessary to support PEIC's opposition and the cost of 12 cents a page was reasonable as Morales & Gary's in-house copier was not working. A true and correct copy of the bill for these copies is attached hereto as Exhibit S.

Fees for Exemplication and Copies of Papers Necessarily Obtained For Use in the Case

- 28. PEIC is also entitled to the costs of copying documents from the subpoenaed third parties. As set forth above in paragraphs 5 through 8 of this declaration, these documents were necessarily obtained for use in the case. In addition, these documents were used by PEIC as the factual bases for its successful Motion for Summary Judgment and for opposing Interstate's Cross-Motion for Summary Judgment.
- 29. A true and correct copy of the bill for copying the subpoenaed documents from SITA is attached hereto as Exhibit T.
- 30. A true and correct copy of the bill for copying the subpoenaed documents from Varner & Brandt is attached hereto as Exhibit U.
- 31. A true and correct copy of the bill for copying the subpoenaed documents from Cochran, Cherry Given and Smith is attached hereto as Exhibit V.

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1	32. A true and correct copy of the bill for copying the subpoenaed		
2	documents from Greene, Broillet & Wheeler is attached hereto as Exhibit W.		
3	I declare under penalty of perjury under the laws of the State of California		
4	that the foregoing is true and correct.		
5	Executed this 13th day of September, 2007 at Pleasant Hill, California.		
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This matter came regularly on for hearing on August 27, 2007. After considering all papers filed in support of, and in opposition to, Defendant Pacific Employers Insurance Company's ("Pacific") Motion for Summary Judgment and Plaintiff Interstate Fire and Casualty Company's ("Interstate") Cross-Motion for Summary Judgment, as well as the arguments of counsel advanced at the hearing, the Court GRANTS Pacific's Motion and DENIES Interstate's Motion, for the reasons set forth below.

I. BACKGROUND

A. Procedural History

Interstate filed its Complaint in this insurance coverage case against Pacific on June 9, 2006, invoking the Court's diversity jurisdiction (28 U.S.C. § 1332). The Complaint alleges the following claims against Pacific: (1) Equitable Contribution, (2) Equitable Subrogation, (3) Equitable Indemnity, and (4) Declaratory Relief. Interstate claims that Pacific's insurance policy should have been exhausted before Interstate was obligated under its excess insurance policy to contribute to the settlement of the underlying claims.

On March 23, 2007, Pacific filed its Motion for Summary Judgment. On April 16, 2007, Interstate filed its Cross-Motion for Summary Judgment and its Opposition to Pacific's Motion for Summary Judgment. On July 30,

2007, Plaintiff in Intervention Republic Western Insurance Company ("Republic") filed its Opposition to Pacific's Motion and Interstate's Cross-Motion. On August 3, 2007, Pacific filed its Opposition to Interstate's Cross-Motion for Summary Judgment. On August 10, 2007, Pacific and Interstate filed Replies.

B. Undisputed Facts

The material facts are undisputed. They are "admitted to exist without controversy" for the purposes of these Motions. See Local Rule 56-3.

1. The Bus Accident

On August 24, 2002, a 1998 MCI bus being driven by Miguel Pulido overturned on Interstate 10 in Riverside County, California; numerous passengers were injured. . (Pacific's Statement of Uncontroverted Facts ("SUF") ¶ 1.) At the time of the accident, Pulido was employed by Gonzales, Inc., d.b.a. Golden State Transportation Company ("Golden State"). (SUF ¶ 2.) Sistemas Internacional de Transporte de Autobuses, Inc. ("SITA") owned a controlling interest of 51.4% in Golden State. (Interstate's Statement of Genuine Issues ("GI") ¶ 4.) The bus was being operated by Golden State pursuant to a sublease from Greyhound Lines, Inc. ("Greyhound"). (SUF ¶ 3.)

2. The Bus Leases

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On July 29, 1998, Greyhound entered into a Master Lease Agreement with Safeco Credit Company ("Safeco"). (SUF ¶ 15.) Under the Master Lease Agreement, Safeco leased to Greyhound a number of commercial passenger buses, including the bus involved in the accident. (Id.) On July 31, 1998, Greyhound entered into a Master Sublease Agreement with Golden State. (SUF \P 16.) Under the Master Sublease Agreement, Greyhound agreed to sublease to Golden State for its use the buses Greyhound had leased from Safeco, including the bus involved in the Under Attachment A, Schedule 2 of the (<u>Id.</u>) accident. Sublease, the bus involved in the accident is identified The term of by VIN number as a subleased vehicle. (Id.) the Sublease from Greyhound to Golden State was 84 (SUF \P 17.) The Lease and Sublease were in months. effect at the time of the accident on August 24, 2002. (SUF ¶ 20.)

3. The Insurance Policies

Republic issued the primary auto liability policy to SITA and Golden State in effect at the time of the accident. (SUF \P 6.) The policy had primary liability limits of \$5,000,000 and specifically described and rated the bus involved in the accident as an "Owned Auto." (SUF \P 6-7.) The Republic policy insured Pulido for the loss resulting from the bus accident. (SUF \P 8.)

Republic also issued a primary commercial liability policy to SITA and Golden State that was in effect at the time of the accident, with a \$1,000,000 per occurrence limit. (Republic Statement of Uncontroverted Facts ("RSUF") ¶ 8.)

Interstate issued an excess liability policy in the amount of \$5,000,000 per occurrence to SITA, in effect at the time of the accident. (GI \P 9.) The Interstate policy designated the Republic auto liability policy as the "Underlying Insurer" with a policy affording \$5,000,000 combined single limit coverage per occurrence. (<u>Id.</u>) The Interstate policy states that the "definitions, terms, conditions, limitations, exclusions, and warranties contained in the 'first underlying insurance' policy, in effect at the inception date of this policy, apply to this coverage unless they are inconsistent with the provisions of this policy." (SUF \P The Interstate policy also states that "[i]f the coverage provided by the 'immediate underlying insurance' applies on the basis of injury or damage which occurs during the period of that policy, then this coverage only applies on the same basis and in a like manner to injury or damage which occurs during our Policy Period shown in the Declarations." (SUF \P 11.) The Interstate policy insured Pulido for the loss resulting from the bus (SUF ¶ 12.) accident.

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Pacific issued its policy to Greyhound, the lessor of the bus involved in the accident. (SUF \P 13.)

4. The Underlying Lawsuits

The injured bus passengers filed nine different underlying lawsuits against Pulido, Golden State and SITA, among others. (SUF ¶ 5.) Greyhound was named and served in two of the underlying actions, but Greyhound was dismissed without prejudice from both cases before their resolution by the settlement.¹ (SUF ¶¶ 32, 46.) Republic and Interstate funded the settlement; Republic paid \$5,000,000 under its auto policy and approximately \$732,500 under its commercial general liability policy. (Interstate's Statement of Undisputed Facts ("ISUF") ¶ 32; Republic's Statement of Genuine Issues in Response to ISUF ("RGI") ¶ 32.) Interstate paid \$4,650,000 under its excess liability policy. (ISUF ¶ 32.)

II. LEGAL STANDARD

A motion for summary judgment shall be granted when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48 (1986). The moving party must show that "under the governing law, there can be but one

¹ Republic's objections to these two paragraphs are overruled.

reasonable conclusion as to the verdict." Anderson, 477 U.S. at 250.

demonstrate that it is entitled to summary judgment.

Margolis v. Ryan, 140 F.3d 850, 852 (9th Cir. 1998);

Retail Clerks Union Local 648 v. Hub Pharmacy, Inc., 707

F.2d 1030, 1033 (9th Cir. 1983). The moving party bears the initial burden of identifying the elements of the claim or defense and evidence that it believes demonstrates the absence of an issue of material fact.

Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986).

When the non-moving party has the burden at trial, however, the moving party need not produce evidence negating or disproving every essential element of the non-moving party's case. Celotex, 477 U.S. at 325.

Instead, the moving party's burden is met by pointing out that there is an absence of evidence supporting the non-moving party's case. Id.

The burden then shifts to the non-moving party to show that there is a genuine issue of material fact that must be resolved at trial. Fed. R. Civ. P. 56(e); Celotex, 477 U.S. at 324; Anderson, 477 U.S. at 256. The non-moving party must make an affirmative showing on all matters placed in issue by the motion as to which it has

the burden of proof at trial. <u>Celotex</u>, 477 U.S. at 322; <u>Anderson</u>, 477 U.S. at 252; <u>see also</u> William W. Schwarzer, A. Wallace Tashima & James M. Wagstaffe, <u>Federal Civil Procedure Before Trial</u> § 14:144.

A genuine issue of material fact will exist "if the evidence is such that a reasonable jury could return a verdict for the non-moving party." Anderson, 477 U.S. at 248. In ruling on a motion for summary judgment, the Court construes the evidence in the light most favorable to the non-moving party. Barlow v. Ground, 943 F.2d 1132, 1135 (9th Cir. 1991); T.W. Electrical Serv. Inc. v. Pacific Elec. Contractors Ass'n, 809 F.2d 626, 630-31 (9th Cir. 1987).

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III. DISCUSSION

Pacific contends that its policy is excess to
Interstate's policy. If Pacific is correct, it has no
obligation to contribute to the loss, because Interstate
did not meet the limits of its policy in funding the
settlement. Although Pacific advances several
alternative arguments for its position, California
Insurance Code section 11580.9(b) ("Section 11580.9(b)")
conclusively resolves the issue presented in these
motions. The statute creates a binding presumption that
Pacific's policy is excess over Interstate's policy.
Therefore, Pacific's Motion for Summary Judgment is

granted, and Interstate's Cross-Motion for Summary Judgment denied.

Interstate argues that Section 11580.9(b) does not apply for two reasons. First, Interstate asserts that the statute only applies if Pacific's named insured, Greyhound, "regularly" engages in the business of leasing commercial vehicles without operators. Interstate concedes that Greyhound leased some buses to Golden State "in the course of its business," but denies that Pacific has established the necessary regularity of the business practice. (Interstate's Opp'n at 11.)

According to Pacific, on the other hand, Section 11580.9(b) only requires a showing that Greyhound leased the bus involved in the accident to Golden State, because the applicability of the statute is measured only by the nature of the specific transaction underlying the loss.

Both positions had support before the statute was amended, effective January 1, 2007. <u>See Sentry Select Ins. Co. v. Fid. & Guar.</u>, 455 F.3d 956, 956-57 (9th Cir. 2006) (detailing the split of authority in the California courts on precisely this issue and certifying the question to the Supreme Court of California). Following the amendment, however, which clarified a somewhat ambiguous statute, Pacific's position reflects the law in

California. The legislature addressed the ambiguity by substituting "who in the course of his or her business rents or leases" for "engaged in the business of renting or leasing":

Where two or more policies apply to the same loss, and one policy affords coverage to a named insured who in the course of his or her leases motor rents or business without operators, it shall be conclusively presumed that the insurance afforded by that policy to a person other than the named insured or his or her agent or employee, shall be excess over and not concurrent with, any collectible insurance valid and other applicable to the same loss covering the person as a named insured or as an additional insured under a policy with limits at least financial responsibility the to requirements specified in Section 16056 of the Vehicle Code.

Cal. Ins. Code § 11580.9(b) (2007) (emphasis added).

Although the bus accident predates the amendment of Section 11580.9(b), a "statute that merely clarifies, rather than changes, existing law is properly applied to transactions predating its amendment." Carter v. Cal. Dep't of Veterans Affairs, 38 Cal. 4th 914, 922 (2006).

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The legislative history of the bill that amended the statute, Assembly Bill 1909, demonstrates that the amendment was designed only to clarify the current law. See, e.g., Cal. B. Analysis, S., A.B. 1909, 2005-2006 Reg. Sess., at 1-2 (Aug. 7, 2006) ("This bill clarifies that a policy covering an insured who in the course of his or her business rents or leases motor vehicles for either commercial purposes or for at least a six-month term is considered excess to other insurance policies covering the same loss. . . [T] he bill eliminates the ambiguities in existing law surrounding primary and excess coverage of rented or leased commercial vehicles, thus eliminating litigation around this issue while still providing coverage to pay damages to the injured party"). Therefore, the current version of Section 11580.9(b) applies to this case.

It is undisputed that Greyhound leased a number of commercial vehicles to Golden State, including the bus involved in the underlying accident. Thus, Pacific has established that its policy affords coverage to a named insured who in the course of his or her business rents or leases commercial motor vehicles. Interstate's opposition essentially concedes this point.

Next, Interstate argues that its policy does not provide limits "at least equal to the financial

responsibility requirements specified in section 16056 of the California Vehicle Code" ("Section 16056"). This argument, too, lacks merit. Section 16056 merely requires coverage limits of at least "fifteen thousand dollars (\$15,000) because of bodily injury to or death of one person in any one accident . . . thirty thousand dollars (\$30,000) because of bodily injury to or death of two or more persons in any one accident, and . . . five thousand dollars (\$5,000) because of injury to or destruction of property of others." Cal. Veh. Code § 16056(a). It is undisputed that the Interstate policy has a \$5,000,000 limit, clearly exceeding the financial responsibility requirements of Section 16056.

Finally, at the hearing on this Motion, Interstate's counsel reiterated the contention in its moving papers that section 11580.9(b) should not apply here because Interstate's policy is for excess and not primary coverage. There are several reasons why this argument fails to persuade.

First, Interstate begins with the well-established proposition that California law requires all primary insurance coverage to be exhausted before any duty of coverage or to defend arises under an excess policy of insurance. (Interstate's Mot. at 9; citations omitted.) Here, however, Interstate's policy is a specific excess

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policy; by its express terms, it is excess to the primary coverage provided by the Republic policy. In other words, application of the principle cited above to this case simply means that the limits of Republic's primary policy must be exhausted before Interstate's excess policy could be tapped. It does not prevent application of section 11580.9 to allocate liability between these two excess carriers, Pacific² and Interstate.

The cases that Interstate cites in its footnote 1 stand for this unremarkable proposition, but do not come close to the facts of the present case. For example, in Employers Ins. of Wausau v. Granite State Ins. Co., 330 F.3d 1214, 1221 (9th Cir. 2003), the Court considered whether permitting "stacking" of primary insurance coverage over several coverage periods was permitted or would render excess coverage illusory; it dealt not at all with application of equitable indemnity principles between different excess carriers. In Iolab Corp. V. Seaboard Sur. Co., 15 F.3d 1500, 1504 (9th Cir. 1994), the Ninth Circuit simply reiterated the general proposition regarding exhaustion of primary coverage in a setting with four primary insurers and eleven excess insurers, all covering different periods of time.

²Pacific's policy provides coverage which is excess to a self-insured retention.

Neither the plain language of the statute, nor any authorities cited to the Court, prevent its application here. Pacific has established every fact necessary for the conclusive presumption of Section 11580.9(b) to apply to its insurance policy in this case. Thus, Pacific's policy is excess over Interstate's policy.

IV. CONCLUSION

For the foregoing reasons, Pacific's Motion for Summary Judgment is GRANTED. Interstate's Cross-Motion for Summary Judgment is DENIED.

Dated: August 28 2007

VIRGINIA A. PHILLIPS
United States District Judge

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Date Transmitted:

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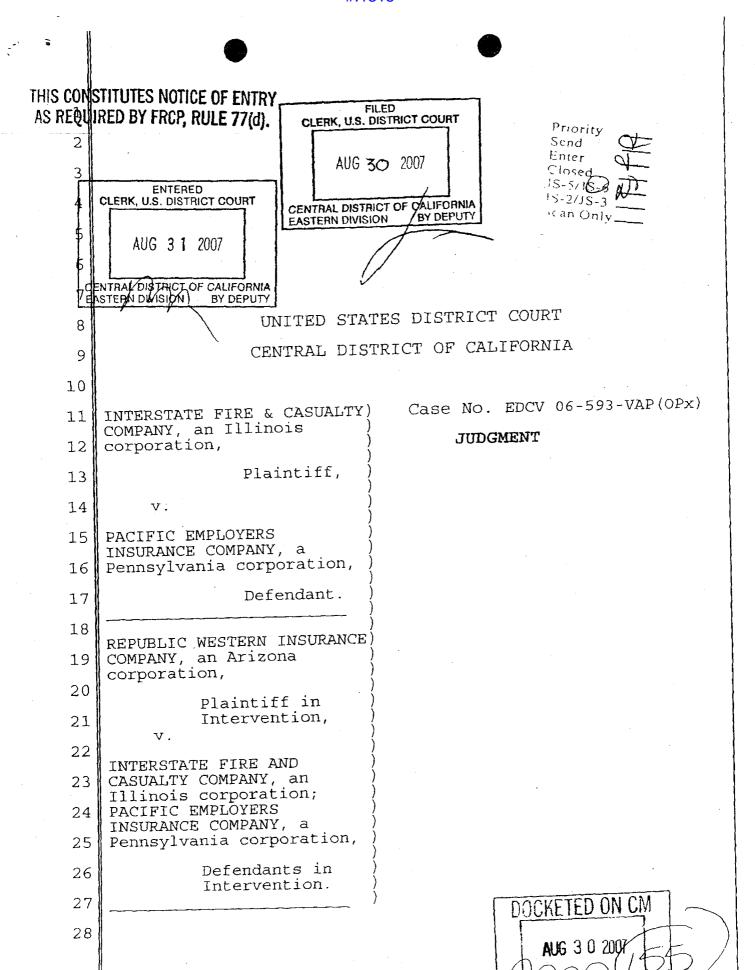


Marilyn A Rogers Morales and Gary 2300 Contra Costa Boulevard, Suite 310 Pleasant Hill, CA 94523

Number of Pages:

14

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD: Pursuant to the Order filed herewith, IT IS ORDERED AND ADJUDGED that Pacific's Motion for Summary Judgment is GRANTED and judgment is entered in favor of Defendant on Plaintiff's Complaint. IT IS ORDERED that such judgment be entered. Dated: Thy 20 hor United States District Judge

Case 5:06-cv-00593-VAP-OP Document 259 Filed 07/31/09 Page 32 of 72 Page ID #:1317

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Todd B Gary Morales & Gary 2300 Contra Costa Blvd, Ste 310 Pleasant Hill, CA 94523

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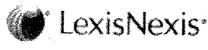
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AO 88 (Rev. 1/94) Subpoena in	a Civil Case	
	PRO	OF OF SERVICE
SERVED	DATE 2006 2:30PM	PLACE 3750 UNIVERSITY AVE SUITE 610 RIVERSIDE CA 92501
SERVED ON (PRINT NAME) JULIE MAUS AGENT FOR SERVICE (CABLONDE HAIR)		MANNER OF SERVICE
SERVED BY (PRINT NAME)		TITLE
L. Ballesteros		
	DECLAR	ATION OF SERVER
I declare under penalt contained in the Proof of Executed on	y of perjury under the laws Service is true and correct Dec 18 2006	of the United States of America that the foregoing information
Executed on	DATE	SIGNATURE OF SERVER
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. '		633 Yesler Way Seattle, WA 98104

Order No. 8203230



Edmund Paulino 2300 Contra Costa Blvd Ste 310 Pleasant Hill, CA 94523-3961

Attn: Edmund Paulino Phone: 9252881776

Order #: 13189567



Date: Dec 19 2006

Dear Edmund Paulino:

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COURT:

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CASE NAME:

INTERSTATE FIRE & CASUALTY COMPANY, AN ILLINOIS CORPORATION vs. PACIFIC EMPLOYERS

INSURANCE COMPANY, A PENNSYLVANIA CORPORATION

CASE NUMBER:

EDCV06-0593 VAP(OPX)

HEARING DATE:

Jan 15 2007

SERVEE:

VARNER & BRANDT LLP

PERSON SERVED:

JULIE MAUS AGENT FOR SERVICE (CAU F 5'6 175LBS 42YRS BLONDE HAIR)

SERVICE DATE:

Dec 15 2006 2:30PM

SERVED BY:

L. Ballesteros

SERVICE ADDRESS:

3750 UNIVERSITY AVE SUITE 610 RIVERSIDE, CA 92501

DOCUMENTS:

SUBPOENA, ATTACHMENTS

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Page: 2/16

AO 88 (Rev. 1779.1) Subposens in a Civil Case

1690 -

Issued by the

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA INTERSTATE FIRE & CASUALTY COMPANY. an Illinous corporation, Flatiotiff. SUBPOENA IN A CIVIL CASE PACIFIC EMPLOYERS INSURANCE COMPANY, a Case Number: EDCV06-0593 VAP (OFx) Pennsylvania corporation, Defendant: TO: VARNER & BRANDI LLP 5750 University Avenue, Suite 610 Riverside, CA 92501 YOU ARE COMMANUED to appear in the United States District Court at the place, date, and time specified below to testify in the above case. PLACE OF TESTIMORY COURTROOM DATE AND TIME II YOUARE COVEREDD to appear at the place, date, and time specified below to testify at the taking of a deposition to the above ease PLACE OF DEPOSITION 图 YOUARE COMMANUELD to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See Attachment A to Subpoens to VARNER & BRANDT LLP. PLACE DATE AND TIME VARNER & BRANDI LIP 10 AM, 1/15/2007 0710 University Avenue, Suite 510 Riverside, CA 92501 YOUARE COMMANDED to permit inspection of the following premises at the date and time specified below. PREMISES DATE AND TIME Any organization not a porty to this sort that is subpoensed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will reutify. Federal Rules of Civil Procedure, 30(b)(6). ISSUING OFFICERS SIGNATURE AND THE UNDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT de Eandant REGNUM EMONGAGE CHARLES AND LEAST ON THE DINGER Marilyn A. Rogezs MORALES & GARY 2300 Contra Costa Bigd., Pleasant Hill, CA 94523 925-288-1776

(Sue Rule 45, Pederal Rules of Civil Procedure, parts C & D on reverse)

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Case 5:06-cv-00593-VAP-OP Document 259 Filed 07/31/09 Page 37 of 72 Page ID

JAN-19-2007 16:23 From RALES & GARY #:1322 To:141531889

PROOF OF SERVICE

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TITLE

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I decian under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct

Executed on

DATE

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Rule 45. Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

- (1) A party or an attentity responsible for the issuance and service of a subposite stell take reasonable steps to avoid impusing undue burden or expense on a person subject to this autipoena. The court on behalf of which the subpoena was issued as all enforce the ranky and impass upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, tost carnings and reasonable attoracy's fee.
- (2) (A) A paraon commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection caless commanded to appear for deposition, bearing or trial.
- (ii) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or atterney designated in the subpoena written objection to espection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant as an order of the country which the subpoena was issued. If objection has been made, the party serving the subpoena may upon notice to the person commanded to produce, never at any lines for an order to comply modicition shall protect any person whe is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded
- (3) (4) One tricky musion, the court by which a subpocha was issued shall quash or modify the adoptions of it.
 - (i) this in allow reasonable time for compliance,
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (iii (fi), (fii) of this rule, such a person may in order to

attend trial be commanded to travel from any such place within the state in which the trial is held, or the domanding party to contest the claim.

- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
 - (iv) subjects a person to undue burden.
 - (B) If a subpoens
- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party or who behalf the subpoena is issued shows a substantial need for the teatimony or mineral that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial propagation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim

ATTACHMENT A TO SUBPOENA TO VARNER & BRANDT LLP

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DEFINITIONS

- į. "EACH," "ANY," or "ALL" means each, every, any, and all.
- 2. "PERSON(S)" includes ALL people and entities whatsoever, whether real or juridical, incorporated or unincorporated.
- 3 "RELATING TO" means constituting, concerning, discussing, depicting, referring to or perfaining to.
 - . |. "AND", "OR" connote the conjunctive, disjunctive, or both.
- "YOU"and "YOUR" mean and refer to Varner & Brandt LLP, its partners, including 5. but not limited to Brendan W. Brandt, its employees, agent(s) and representative(s), and ALL PERSONS acting on behalf of ANY of the foregoing.
- "PACIFIC EMPLOYERS" means and refers to Pacific Employers Insurance Company, its attorney(s), agent(s) and representative(s), and ALL PERSONS acting on behalf of ANY of the foregoing.
- 7. "INTERSTATE" means and refers to Interstate Fire & Casualty Company, its: attorney(s), agent(s) and representative(s), and ALL PERSONS acting on behalf of ANY of the foregoing.
- "REPUBLIC" means and refers to Republic Western Insurance Company, its attorney(s), agent(s) and representative(s), and ALL PERSONS acting on behalf of ANY of the fore going
- 9. "SITA" means and refers to Sistema Internacional Del Transporte De Autobuses. Inc., and includes without limitation ALL prodecessors, successors, parent companies, subsidiaries, affiliates, divisions, area or regional offices, managing agents, directors, officers, employees, agents, AINY representatives of Sistema Internacional Del Transporte De Autobuses, Inc., and ALL PERSONS acting on behalf of ANY of the foregoing.
- 10 "GFEYHOUND" means and refers to Greyhound Lines, Inc., and includes without lim tations AUL predecessors, successors, parents, subsidiaries, affiliates, divisions, area or regional

offices, managing agents, directors, officers, employees, agents, ANY representatives of Greyhound Lines, Inc., and ALL PERSONS acting on behalf of ANY of the foregoing.

- "SAFECO" means and refers to Safeco Credit Company, and includes without limitation ALL predecessors, successors, parents, subsidiaries, affiliates, divisions, area or regional offices, managing agents, directors, officers, employees, agents, ANY representatives of Safeco Credit Company, and ALL PERSONS acting on behalf of ANY of the foregoing.
- GOLDEN STATE" means and refers to Gonzales, Inc. and Gonzales, Inc. d/b/a Golden State Transportation Co., and includes without limitation ALL predecessors, successors, parents, subsidiaries, alliliates, divisions, area or regional offices, managing agents, directors, officers, employees, agents, ANY representatives of Gonzales, Inc. and Gonzales, Inc. d/b/a Golden State Transportation Co., and ALL PERSONS acting on behalf of ANY of the foregoing.
- 13. "UNDERLYING ACTIONS" includes without limitation EACH of the following ten actions:
 - (1). Socorro Mendoza, et al. v. Gonzalez, Inc. dba Golden State Transportation, et al., Riverside County Superior Court, Case No. 391704;
 - (2). Alfred Chacon, et al. v. Golden State Transportation Services, Inc., et al., Los Angeles County Superior Court, Case No. BC298227 (later filed in Riverside County Superior Court, Case No. RIC 406050);
 - (3). Maria Delgado, et al. v. Miguel Pulido, et al., Riverside County Superior Court, Case No. INC 037713;
 - (4). Arminda Gonzalez, et al. v. Golden State Transportation Services, Riverside County Superior Court, Case No. INC 037910;
 - (5). Liz Huerta, et al. v. Greyhound Lines, Inc., et al., Los Angeles County Superior Court, Case No. BC301249 (later filed in Riverside County Superior Court, Case No. RIC406066);
 - (6). Jose Trinidad Romo, et al., v. SITA, Inc., et al., Riverside County Superior Court, Case No. INC 037382;
 - (7). Martha Vazquez, et al. v. Miguel Pulido, et al., Riverside County

Superior Court, Case No. INC 037708; 2 (8).Gaspar Zaragoza v. Golden State Transportation Co., Inc., et al., 3 Riverside County Superior Court, Case No. INC 037760; 13. (9).Juan Montero, et al. v. Golden State Bus Lines, Inc., et al., United 5 States District Court, Central District, Case No. CV 03-6041; and Juan Montero, et al. v. Golden State Bus Lines, Inc., et al., Riverside County Superior Court, Case No. INC 038854. 8 "ACCIDENT" means and refers to the accident occurred on August 24, 2002, which 14. is the subject of the UNDERLYING ACTIONS. 15. "BUS" means and refers to the 1998 MCI Passenger Bus, Vehicle Identification 10 Number 1M8PDMPAXWP051175, that was involved in the ACCIDENT. 11 12 "PULIDO" means and refers to Miguel Pulido, one of the defendants in the 13 UNDERLYING ACTIONS. 14 17. "MASTER LEASE AGREEMENT" means and refers to the lease agreement SAFECO and GREYHOUND entered into on July 29, 1998 RELATING TO SAFECO's lease of 15 16 "intercity motor coaches" to GREYHOUND. 18. "MASTER SUBLEASE AGREEMENT" means and refers to the lease agreement 17 GREYHOUND and GOLDEN STATE entered into on July 31, 1998 RELATING TO 18 19 GREYHOUND's sublease of "intercity motor coaches" to GOLDEN STATE "REPUBLIC POLICIES" means and refers to the policies issued by REPUBLIC. 20 19. 21 Policy Number PBA0000343-01 in effect August 31, 2001 to August 31, 2002 and Policy Number 22 GL20004163 in offective May 29, 2001 to August 3, 2001. "INTERSTATE POLICY" means and refers to the policy issued by INTERSTATE, 23 20. 24 Policy Number FFX6200401 in effect August 31, 2001 to August 31, 2002. 25 "CLAIM(S)" means ANY demand for something due or believed to be due. 26 including but not limited to demands for payment of moneys or for taking ANY action whatsoever. 27 22. "COMMUNICATION(S)" means ANY oral, written or electronic transmission of

information, opinion, helief, idea or statement, including, without limitation, letters or other written

correspondence, conversations, meetings, discussions, telephone calls, memoranda, notes, messages (including "e-mail," or internal or external text-messaging), telecopies, telexes and facsimile transmissions.

23. "DOCUMENT(S)" includes without limitation correspondence, teletype messages, telegrams, contracts, agreements, memoranda, understandings, c-mails, notes, rough drawings, bulletins, circulars, diagrams, interoffice communications, books of account, tax statements, ledgers, journals, checks, check registers, passbooks, invoices, bills orders, quotations, stock certificates, financial statements, statements of account, statements of liability, balance sheets, graphs and plans and any other writing memorializing, reflecting, referring to, relating to, or evidencing the subject of each DOCUMENT or group of DOCUMENTS request. The term DOCUMENTS means the original, including all duplicates, copies or drafts, any non-identical copy or copies that differ from the original for any reason, including but not limited to, the making of notes thereon, of any writing and paper, book or record of whatever kind or description, electronic, or photographic or other means, and shall include any recorded, taped, filmed or graphic matter or phonic (e.g. any tape recording) or visual reproduction or record of any oral statement, conversation or evert.

INSTRUCTIONS

- The DOCUMENTS or objects subpoenaed are those DOCUMENTS or objects in the possession or in the control of YOU, agents, representatives, or anyone acting for or on YOUR behalf, regardless of whether such DOCUMENTS or things are possessed directly by YOU or YOUR partners, directors, officers, agents, employees, representative, investigators, or by YOUR agents, employees, representative or investigators.
- 3. If any DOCUMENT or objects is not produced on the ground that it is privileged or oth revise claimed to be protected against production by any rule of law, YOU shall provide the following information with respect to each such DOCUMENT or object:
 - 1. Its date;
 - 2. IDENTIFY each and every author and other person who prepared or participated in

1 the preparation of it: 2 3. IDENTIFY each and every person who ever received it from any source and for each, 3 the date it was received: 4 4 IDENTIFY each and every person from who it was received, .5 5. IDENTIFY all other persons to whom its content were disclosed, the dates such 6 disclosure took place and the means of such disclosure; 7 6. The nature of the privilege or rule of law relied upon and the facts supporting YOUR position with respect thereto. 8 9 4. If any subpocnaed DOCUMENT or object cannot be produced in full, produce it to the greatest extent possible, indicating which part of the DOCUMENT or object has been withheld, 10 11 and the reason for it being withheld. 12 5. If a DOCUMENT or object once existed, but it has been lost or destroyed, or 13 otherwise is no longer in YOUR possession, IDENTIFY each DOCUMENT or object and state the 1.4 following concerning its loss or destruction: 15 1_ When it was lost or destroyed 16 2. Where it was lost or destroyed; 17 Ĵ DENTIFY its last known custodian. 18 19 DEMANDS FOR PRODUCTION AND INSPECTION 20 21 DEMAND FOR PRODUCTION AND INSPECTION NO. 1: 22. A complete copy of YOUR files RELATING TO the UNDERLYING ACTIONS. 23 24 DEMAND FOR PRODUCTION AND INSPECTION NO. 2: 25 A complete copy of the REPUBLIC POLICIES. 26 27 DEMAND FOR PRODUCTION AND INSPECTION NO. 3:

A complete copy of the INTERSTATE POLICY.

DEMAND FOR PRODUCTION AND INSPECTION NO.4: 2 A complete copy of the INTERSTATE policy, Policy No. FFX6200400. 3 DEMAND FOR PRODUCTION AND INSPECTION NO. 5: 4 A complete copy of the PACIFIC EMPLOYERS policy, Policy Number XSA HO8002964 in effect September 1, 2001 to September 1, 2002. 3 DEMAND FOR PRODUCTION AND INSPECTION NO. 6: 9 ALL pleadings in the UNDERLYING ACTIONS. 10 DEMAND FOR PRODUCTION AND INSPECTION NO. 7: 11 12 ALL discovery requests and responses in the UNDERLYING ACTIONS. 13 14 DEMAND FOR PRODUCTION AND INSPECTION NO. 8: ALL DOCUMENTS produced in the discovery of ANY of the UNDERLYING ACTIONS. 15 16 DEMAND FOR PRODUCTION AND INSPECTION NO. 9: 17 ALL DOCUMENTS produced by ANY party to the UNDERLYING ACTIONS. 18 19 20 DEMAND FOR PRODUCTION AND INSPECTION NO. 10: ALL deposition transcripts for depositions taken in ANY of the UNDERLYING ACTIONS. 21 22 DEMAND FOR PRODUCTION AND INSPECTION NO.11: 23 24 AMY witness statements taken from ANY PERSONS RELATING TO the UNDERLYING 25 ACTIONS. 26 27 DEMAND FOR PRODUCTION AND INSPECTION NO. 12: 28 ALL DOCUMENTS RELATING TO the settlement OR final resolution of EACH of the

ALES & GARY #:1329 To: 1415318890

UNDERLYING ACTIONS. 2 DEMAND FOR PRODUCTION AND INSPECTION NO. 13: 4 ALL DOCUMENT'S RELATING TO the tender of ANY of the UNDERLYING ACTIONS 5 to FEPUBLIC. 6 DEMAND FOR PRODUCTION AND INSPECTION NO. 14: 8 ALL DOCUMENTS RELATING TO the tender of ANY of the UNDERLYING ACTIONS to INTERSTATE. 1() 11 **DEMAND FOR PRODUCTION AND INSPECTION NO. 15:** ALL DOCUMENTS RELATING TO the tender of ANY of the UNDERLYING ACTIONS 12 13 to PACIFIC EMPLOYERS. 14 DEMAND FOR PRODUCTION AND INSPECTION NO. 16: 15 ALL DOCUMENTS RELATING TO ANY denial OR reservation of rights letter(s) issued 16 17 by REPUBLIC RELATING TO the UNDERLYING ACTIONS. 18 19 DEMAND FOR PRODUCTION AND INSPECTION NO. 17: ALL DOCUMENTS RELATING TO ANY denial OR reservation of rights letter(s) issued 20 21 by INTERSTATE RELATING TO the UNDERLYING ACTIONS. 22 23 **DEMAND FOR PRODUCTION AND INSPECTION NO. 18:** 24 ALL DOCUMENTS RELATING TO the business operations of SAFECO. 25 26 DEMAND FOR PRODUCTION AND INSPECTION NO. 19: 27 ALL DECUMENTS RELATING TO the business operations of GREYHOUND.

DEMAND FOR PRODUCTION AND INSPECTION NO. 20: 2 ALL DOCUMENTS RELATING TO the business operations of GOLDEN STATE. 3 4 DEMAND FOR PRODUCTION AND INSPECTION NO. 21: 5 ALL DOCUMENTS RELATING TO the business operations of SITA. 6 7 DEMAND FOR PRODUCTION AND INSPECTION NO. 22: 8 A complete copy of REPUBLIC'S CLAIM file RELATING TO the UNDERLYING () **ACCITONS** 10 DEMAND FOR PRODUCTION AND INSPECTION NO. 23: 11 12 A complete copy of INTERSTATE'S CLAIM file RELATING TO the UNDERLYING 13 ACTIONS. 14. 15 DEMAND FOR PRODUCTION AND INSPECTION NO. 24: 16 ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY CCMMUNICATION by, from or on behalf of YOU regarding the subject matter of any of the 17 18 UNDERLYING ACTIONS. 19 20 DEMAND FOR PRODUCTION AND INSPECTION NO. 25: 21 ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY 22 CCMMUNICATION by, from or on behalf of INTERSTATE regarding the subject matter of any of 23 the UNDERLYING ACTIONS. 24 25 DEMAND FOR PRODUCTION AND INSPECTION NO. 26: 26 ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY 27 COMMUNICATION by, from or on bchalf of REPUBLIC regarding the subject matter of any of the

UNDERLYING ACTIONS.

DEMAND FOR PRODUCTION AND INSPECTION NO. 27:

ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY COMMUNICATION by, from or on behalf of PACIFIC EMPLOYERS regarding the subject matter of any of the UNDERLYING ACTIONS.

DEMAND FOR PRODUCTION AND INSPECTION NO. 28:

ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY COMMUNICATION by, from or on behalf of SAFECO regarding the subject matter of any of the UNIDERLYING ACTIONS.

DIMIAND FOR PRODUCTION AND INSPECTION NO. 29:

ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY COMMUNICATION by, from or on behalf of GREYHOUND regarding the subject matter of any of the UNDERLYING ACTIONS.

DEMAND FOR PRODUCTION AND INSPECTION NO. 30:

ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY COMMUNICATION by, from or on behalf of SITA regarding the subject matter of any of the UNIDERLYING ACTIONS.

DEMAND FOR PRODUCTION AND INSPECTION NO. 31:

ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY COMMUNICATION by, from or on behalf of GOLDEN STATE regarding the subject matter of any of the UNDERLYING ACTIONS.

DEMAND FOR PRODUCTION AND INSPECTION NO. 32:

ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY CCMMUNICATION by, from or on behalf of PULIDO regarding the subject matter of any of the

UNDERLYING ACTIONS. DEMAND FOR PRODUCTION AND INSPECTION NO. 33: 3 ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY 4 CCMMUNICATION by, from or on behalf of plaintiffs in the UNDERLYING ACTIONS regarding the subject matter of any of the UNDERLYING ACTIONS. 7 DEMAND FOR PRODUCTION AND INSPECTION NO. 34: 8 0 ALL DOCUMENTS, whether in written or computerized form, RELATING TO ANY COMMUNICATION by, from or on behalf of ANY PERSON regarding the subject matter of any 10 of the UNDERLYING ACTIONS. 11 12 13 DEMAND FOR PRODUCTION AND INSPECTION NO. 35: ALL DOCUMENTS RELATING TO ANY reports generated by OR from YOU OR on 14 YOUR behalf RELATING TO the ACCIDENT OR the UNDERLYING ACTIONS. 15 16 17 DEMAND FOR PRODUCTION AND INSPECTION NO. 36: 18 ALL DOCUMENTS RELATING TO ANY agreement between SAFECO and GREYHOUND including but not limited to the MASTER LEASE AGREEMENT in effect during 19 the time period of January of 1998 through January of 2003. 20 21 22 DEMAND FOR PRODUCTION AND INSPECTION NO. 37: 23 ALL DOCUMENTS RELATING TO ANY agreement between GREYHOUND and GOLDEN STATE including but not limited to the MASTER SUBLEASE AGREEMENT in effect during the time 24 25 period of January of 1998 through January of 2003. 26 27 DEMAND FOR PRODUCTION AND INSPECTION NO. 38:

ALL DOCUMENTS RELATING TO the business relationship between SITA and

GOLDEN STATE. 3 DEMAND FOR PRODUCTION AND INSPECTION NO. 39: ALL DOCUMENTS RELATING TO ANY agreements between SITA and GOLDEN 4 STATE RELATING TO the sharing of OR the use of buses. 5 6 DEMAND FOR PRODUCTION AND INSPECTION NO. 40: ALL DOCUMENTS RELATING TO ANY agreements between SITA and GOLDEN 3 STATE RELATING TO the sharing of OR the use of drivers. 10 11 DEMAND FOR PRODUCTION AND INSPECTION NO. 41: 12 ALL DOCUMENTS RELATING TO the BUS. 13 14 DEMAND FOR PRODUCTION AND INSPECTION NO. 42: ALL DOCUMENTS RELATING TO the bankruptcy of GOLDEN STATE. 15 16 17 DEMAND FOR PRODUCTION AND INSPECTION NO. 43: 18 ALL DOCUMENTS RELATING TO ANY federal OR state indictment of GOLDEN STATE. 19 20 21 DEMAND FOR PRODUCTION AND INSPECTION NO. 44: 22 ALL DOCUMENTS RELATING TO any criminal prosecution of GOLDEN STATE RELATING TO the ACCIDENT. 23 24 25 DEMAND FOR PRODUCTION AND INSPECTION NO. 45: 26 ALL DOCUMENTS RELATING TO any criminal prosecution of SITA RELATING TO the ACCIDENT. 27 28

DEMAND FOR PRODUCTION AND INSPECTION NO. 46: ALL DOCUMENTS RELATING TO any criminal prosecution of PULIDO RELATING TO the ACCIDENT. DEMAND FOR PRODUCTION AND INSPECTION NO. 47: ALL DOCUMENT'S RELATING TO the ACCIDENT. DEMAND FOR PRODUCTION AND INSPECTION NO. 48: ALL DOCUMENTS RELATING TO the employment of PULIDO, including but not limited to his driving record, history, citations, violations, AND log books.

Interstate Fire & Casualty Company, v. Pacific Employers Insurance Company United States District Court, Central District (Riverside County) 2 Case No. EDCV06-0593 VAP (OPx) 3 PROOF OF SERVICE 4 5 STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA 6 I am employed by the Law Offices of Morales & Gary located at 2300 Contra Costa Blvd. Suite 310, Pleasant Hill, CA 94523. I am over the age of eighteen years and not a party to the within action. 8 On December 13, 2006, I served the document(s) described as: SUBPOENA IN A CIVIL CASE on the interested party(ies) in this action by placing a true copy thereof enclosed in a sealed 9 envelope addressed as follows: 10 Attorneys for Plaintiff Interstate Fire & Casualty Company 11 James P. Wagoner, Esq. Paul J. Whitlield, Esq. 12 MCCORMICK BARSTOW SHEPPARD WAYTE & CARRUTH P.O. Box 28912 13 5 River Park Place East Fresno, CA 93729 14 559/433-1300 559/433-2300 Fax 15 BY U.S. MAIL: I am "readily familiar" with the firm's practice of collection and 16 processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on the same day with postage thereon fully prepaid at Pleasant Hill, 17 California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one 18 day after date of deposit for mailing in affidavit. 19 I declare under penalty of perjury under the laws of the State of California that the 20 above is true and correct. 21 Executed on December 13, 2006, at Pleasant Hill, California. 22 23 Edmund Paulino 24 25

26

27

Case 5:06-cv-00593-VAP-OP Document 259 Filed 07/31/09 Page 51 of 72 Page ID #:1336

Morales & Gary

Customer: 0062226601

Invoice No: 2006120062226601

LexisNexis® File & Serve Invoice

Kesearch Charge	8			
ltem:	Renort - Cases	7		
Purchased By:		2		
Court Name:				
Case Number:				
Doc Title:				
Description:				
Item:				
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Court Name:			.;*	
Case Number:		•		
Doc Title:				
Description:				47 1 1 TOTAL AND

Service of Process Fees

Item:	SOP Fast Service Fee (2-4 business days)	Date:	12/13/2006 5:34:30 PM	Fee:	\$145.00
Purchased By:	Edmund Paulino	Record ID:	13175979	Tax:	\$0.00
Description:	AC4699			Total: 	\$145.00,

Service Charges

P

IN THE UNITED STATES DISTRICT COURT, DISTRICT OF ARIZONA

INTERSTATE FIRE & CASUALTY COMPANY, AN ILLINOIS CORPORATION

Plaintiff/Petitioner

Hearing Date:

CAUSE NO: EDCV06-0593 VAP (OPX)

vs.
PACIFIC EMPLOYERS INSURANCE COMPANY,
A PENNSYLVANIA CORPORATION

AFFIDAVIT OF SERVICE OF: SUBPOENA IN A CIVIL CASE WITH ATTACHMENT

Defendant/Respondent

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the 29th day of December, 2006, at 3:23 PM, at the address of 2721 N CENTRAL Avenue, PHOENIX, Maricopa County, AZ 85004; this affiant served the above described documents upon REPUBLIC WESTERN INSURANCE COMPANY, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with Robert Pirmann, ASST VICE PRESIDENT OF CLAIMS, A white male approx. 40-45 years of age

No Information was provided or discovered that indicates that the subjects served are members of the U.S. military.

DATED this 29th day of December, 2006.

Rich Kingdon, Reg. # 7238, Maricopa, AZ

SUBSCRIBED AND SWORN to before me this 29th day of December, 2006

NOTARY PUBLIC in and for the State of Arizona
Residing at: Manage County AZ
My Commission Expires: \$\frac{122}{200}

Michael P. Tannery Notary Public - Arizona Maricopa County My Commission Expires August 22, 2010

ABC's Client Name
LexisNexis File & Serve SOP
13252044

ORIGINAL PROOF OF SERVICE

ABC Tracking #: **8203348**

Case 5:06-cv-00593-VAP-OP Document 259 Filed 07/31/09 Page 54 of 72 Page ID #:1339

Ü	PROOF	OF SERVICE		
	DATE	PLACE		
SERVED	12/29/2006	2721 N CENTRAL AVENUE PHOENIX, ARIZONA 85004		
SERVED ON (PRINT NAME)	MANNER OF SERVICE		
ROBERT PIRMANN, CLAIMS	ASST VICE PRESIDENT OF	CORPORATE		
SERVED BY (PRINT NAME))	TITLE		
RICH KINGDON		AZ CIVIL PROCESS SERVER #7238		
	DECLARAT	ION OF SERVER		
I declare under pena in the Proof of Service		nited States of America that the foregoing information con	ntained	
	12/29/2006			
Executed on	DATE	SIGNATURE OF SERVER		
	DATE	V		
		POST OFFICE BOX 7062		
	•	ADDRESS OF SERVER		

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

- (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.
- (2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.
- (B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to comply production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
- (3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
 - (i) fails to allow reasonable time for compliance,
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
 - (iv) subjects a person to undue burden.

(B) If a subpoena

PHOENIX, ARIZONA 85011

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contect the claim.

Issued by the

United States District Court

DISTRICT OF AR	IZUNA
INTERSTATE FIRE & CASUALTY COMPANY, an Illinois Corporation, Plaintiff.	DOENIA INI A CINTO CACE
V. SUB.	POENA IN A CIVIL CASE
PACIFIC EMPLOYERS INSURANCE COMPANY, a Pennsylvania Corporation Defendant, Case	Number: EDCV06-0593 VAP(OPx)
TO: Republic Western Insurance Company 2721 North Central Ave Phoenix, AZ 85004	
YOU ARE COMMANDED to appear in the United States District Coutestify in the above case.	art at the place, date, and time specified below t
PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME
YOU ARE COMMANDED to appear at the place, date, and time specing in the above case.	fied below to testify at the taking of a deposition
PLACE OF DEPOSITION	DATE AND TIME
YOU ARE COMMANDED to produce and permit inspection and copy place, date, and time specified below (list documents or objects):	ving of the following documents or objects at the
See Attachment A to Subpoena to Republic Westerr	n Insurance Company
PLACE	DATE AND TIME
Republic Western Insurance Company 2721 North Central Ave Phoenix, AZ 85004	10:00 AM 1/19/2007
YOU ARE COMMANDED to permit inspection of the following prem	nises at the date and time specified below.
PREMISES	DATE AND TIME
Any organization not a party to this suit that is subpoenaed for the taking of a deposit managing agents, or other persons who consent to testify on its behalf, and may swhich the person will testify. Federal Rules of Civil Procedure, 30(b)(6).	
ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDA	NT) DATE
North Bitaney for defendant issuing officer's NAME ADDRESS AND TELEPHONE NUMBER	12/20/06

If action is pending in district other than district of issuance, state district under case number

⁽See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

		PROOF	OF SERVICE			
	DATE		PLACE			
SERVED						
			• .			
SERVED ON (PRINT NAME)			MANNER OF SERVICE			
					. •	
SERVED BY (PRINT NAME)			TITLE			
	•					
		DECLARAT	ION OF SERVER		· · · · · · · · · · · · · · · · · · ·	
I declare under pena Proof of Service is true and co	Ity of perjury under	the laws of the L	Inited States of America th	at the foregoing i	nformation cor	ntained in the
	Jirect.			* * * * * * * * * * * * * * * * * * * *		
Executed on						
	DATE	- .	SIGNATURE OF SERVER			
			ADDRESS OF SERVER			
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Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

- (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.
- (2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.
- (B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to comply production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
- (3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
 - (i) fails to allow reasonable time for compliance,
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to

attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
 - (iv) subjects a person to undue burden.
 - (B) If a subpoena
- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpoena is withheld on a is privileged or subject to protection as trial preparation materials, the made expressly and shall be supported by a description of the documents, communications, or things not produced that is sufficient the demanding party to contest the claim.

ATTACHMENT TO SUBPOENA TO REPUBLIC WESTERN INSURANCE COMPANY

DEFINITIONS

For purposes of these demands, the following definitions shall apply:

CONCERNING

DOCUMENTS

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This term means relating to, referring, comprising, reflecting, evidencing, constituting, pertaining to, dealing with and/or showing. By way of illustration, but not by way of limitation, **DOCUMENTS** shall include correspondence, teletype messages, telegrams, contracts, agreements, memoranda, understandings, e-mails, notes, rough drawings, bulletins, circulars, diagrams, interoffice communications, books of account, tax statements, ledgers, journals, checks, check registers, passbooks, invoices, bills orders, quotations, stock certificates, financial statements, statements of account, statements of liability, balance sheets, graphs and plans and any other writing memorializing, reflecting, referring to, relating to, or evidencing the subject of each DOCUMENT or group of **DOCUMENTS** request. The term **DOCUMENTS** means the

original, including all duplicates, copies or drafts, any non-identical copy or copies that differ from the original for any reason, including but not limited to, the making of notes thereon, of any writing and paper, book or record of whatever kind or description, electronic, or

photographic or other means, and shall include any recorded, taped, filmed or graphic matter or phonic (e.g. any tape recording) or visual

reproduction or record of any oral statement, conversation or event.

This term means Defendant Pacific Employers Insurance Company, and/or any and all of its predecessors, successors, agents, brokers,

attorneys, representatives or anyone acting on or for its behalf.

	1	
1	IDENTIFY	When referring to a person or entity, IDENTIFY means to state the
2		name and last known business and residence addresses of the persor
3		or entity. When referring to any writing (as defined in California
4		Evidence Code section 250), document, data compilation or other
5		tangible thing, IDENTIFY means to state the name or other unique
, 6		identifying label; last known location' whether the item is in
7		electronic format, and if so, the program used to create it; and the
8		name and last known business and residence addresses of the last
9		known custodian.
10	YOU AND YOUR	This term means Republic Western Insurance Company, any parent
11		company(s), subsidiaries, its predecessors and/or successors, as well
12		as its agents, servants, employees, attorneys, or anyone acting on or
13		for its behalf.
14	UNDERLYING ACTIO	ONS
15		This term means any or all of the following lawsuits and the subject
16		matter of those suits which are also the subject of the instant
17		litigation:
18 19		1. Socorro Mendoza, et al. v. Gonzalez, Inc. dba Golden State Transportation, et al., Riverside County Superior Court, Case No. 391704;
20		2. Alfred Chacon, et al. v. Golden State Transportation
21		Services, Inc., et al., Los Angeles County Superior Court, Case No. BC298227 (later filed in Riverside County
22		Superior Court, Case No. RIC 406050);
23		3. <i>Maria Delgado, et al. v. Miguel Pulido, et al.</i> , Riverside County Superior Court, Case No. INC 037713;
24 25		4. Arminda Gonzalez, et al. v. Golden State Transportation Services, Riverside County Superior Court, Case No. INC 037910;
26 27		5. Liz Huerta, et al. v. Greyhound Lines, Inc., et al., Los Angeles County Superior Court, Case No. BC301249 (later filed in Riverside County Superior Court, Case No. RIC406066);

1 2		6.	Juan Montero, et al. v. Golden State Bus Lines, Inc., et al., United States District Court, Central District, Case No. CV 03-6041
3		7.	Juan Montero, et al. v. Golden State Bus Lines, Inc., et al., United States District Court, Central District, Case No. INC 038854;Riverside County Superior Court, Case No. INC 038854;
5		8.	Jose Trinidad Romo, et al., v. SITA, Inc., et al., Riverside County Superior Court, Case No. INC 037382;
7		9.	Martha Vazquez, et al. v. Miguel Pulido, et al., Riverside County Superior Court, Case No. INC 037708;
8 9		10.	Gaspar Zaragoza v. Golden State Transportation Co., Inc., et al., Riverside County Superior Court, Case No. INC 037760.
10	GOLDEN STATE	This 1	term means Gonzales, Inc. dba Golden State Transportation
11			pany and/or any and all of its parent companies, subsidiaries
12		_	ubdivisions, predecessors and/or successors, as well as its
13			s, servants, employees, attorneys or anyone acting on or for its
14		behal	
15	INTERSTATE	This t	term means Interstate Fire & Casualty Company and/or any and
16		all of	its parent companies, subsidiaries and subdivisions,
17		prede	cessors and/or successors, as well as its agents, servants,
18		emplo	oyees, attorneys or anyone acting on or for its behalf.
19	GREYHOUND	This t	erm means Greyhound Lines, Inc. and/or any and all of its
20		paren	t companies, subsidiaries and subdivisions, predecessors and/or
21		succe	ssors, as well as its agents, servants, employees, attorneys or
22		anyon	ne acting on or for its behalf.
23	SITA	This t	erm means Sistemas Internacionale de Tranporte de
24		Autob	ouses, and/or any and all of its parent companies, subsidiaries
25		and su	abdivisions, predecessors and/or successors, as well as its
26		agents	s, servants, employees, attorneys or anyone acting on or for its
27		behali	
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2	1998 MCI Bus	This term refers to the bus that was involved in the accident that was
3		the subject of the Underlying Actions.
4	THE ACCIDENT	This terms refers to the accident that was the subject of the
5		Underlying Actions
6	PULIDO	This term means Miguel Pulido, the driver of the 1998 MCI Bus, as
7 8		well as his agents, servants, attorneys and/or anyone acting on or for his behalf.
9	SAFECO	This term means Safeco and/or any and all of its parent companies,
10		subsidiaries and subdivisions, predecessors and/or successors, as
11		well as its agents, servants, employees, attorneys or anyone acting or
12		or for its behalf.
13	MASTER LEASE AGREI	EMENT
14		This phrase means and refers to the lease agreement SAFECO and
15		GREYHOUND entered into on July 29, 1998 relating to
16		SAFECO's lease of "intercity motor coaches" to GREYHOUND.
17	MASTER SUBLEASE AG	GREEMENT
18		This phrase means and refers to the lease agreement
19 -		GREYHOUND and GOLDEN STATE entered into on July 31,
20		1998 relating to GREYHOUND's sublease of "intercity motor
21	·	coaches" to GOLDEN STATE
22		
23		INSTRUCTIONS
24	The DOCUMENTS	or things requested are those DOCUMENTS or things in the
25	possession or in the control	of YOU, YOUR attorneys, agents, representatives, or anyone acting
26	for or on YOUR behalf, reg	ardless of whether such DOCUMENTS or things are possessed

directly by **YOU** or **YOUR** partners, directors, officers, agents, employees, representative, investigators, or by **YOUR** attorneys or their agents, employees, representative or investigators.

The **DOCUMENTS** or things requested are those **DOCUMENTS** or things in the possession or in the control of **YOU**, **YOUR** attorneys, agents, representatives, or anyone acting for or on **YOUR** behalf, which were prepared by, or directed by, refer to or relate in any way to **YOU**.

If any **DOCUMENT** or thing is not produced on the ground that it is privileged or otherwise claimed to be protected against production by any rule of law, **YOU** shall provide the following information with respect to each such **DOCUMENT** or thing:

- 1. Its date;
- 2. **IDENTIFY** each and every author and other person who prepared or participated in the preparation of it:
- 3. **IDENTIFY** each and every person who ever received it from any source and for each, the date it was received;
- 4. **IDENTIFY** each and every person from who it was received;
- 5. **IDENTIFY** all other persons to whom its content were disclosed, the dates such disclosure took place and the means of such disclosure;
- 6. The nature of the privilege or rule of law relied upon and the facts supporting

 YOUR position with respect thereto.

If any requested **DOCUMENT** or thing cannot be produced in full, produce it to the greatest extent possible, indicating which part of the **DOCUMENT** or thing has been withheld, and the reason for it being withheld.

If a **DOCUMENT** or thing once existed, but it has been lost or destroyed, or otherwise is no longer in **YOUR** possession, **IDENTIFY** each **DOCUMENT** or thing and state the following **CONCERNING** its loss or destruction:

- 1. When it was lost or destroyed
- 2. Where it was lost or destroyed;

3. **IDENTIFY** its last known custodian. 1 2 **DEMANDS FOR PRODUCTION** 3 **DEMAND FOR PRODUCTION NO. 1:** 4 Any and all DOCUMENTS, whether in written or computerized form, CONCERNING the UNDERLYING ACTIONS, including, but not limited to, any investigation conducted by 6 YOU or on YOUR behalf CONCERNING the UNDERLYING ACTIONS. 7 **DEMAND FOR PRODUCTION NO. 2:** 8 Any and all DOCUMENTS, whether in written or computerized form, CONCERNING the UNDERLYING ACTIONS, including, but not limited to, any investigation conducted by 10 anyone CONCERNING the UNDERLYING ACTIONS. 11 **DEMAND FOR PRODUCTION NO 3:** 12 Any and all DOCUMENTS, whether in written or computerized form, CONCERNING 13 any communication by, from or on behalf of GOLDEN STATE regarding THE ACCIDENT 14 and/or any of the UNDERLYING ACTIONS. 15 16 **DEMAND FOR PRODUCTION NO. 4:** 17 Any and all DOCUMENTS, whether in written or computerized form, CONCERNING any communications by, from or on behalf of YOU regarding THE ACCIDENT and/or any of the 18 19 UNDERLYING ACTIONS. 20 **DEMAND FOR PRODUCTION NO. 5:** Any and all DOCUMENTS, whether in written or computerized form, CONCERNING 21 any communications by, from or on behalf of GREYHOUND regarding THE ACCIDENT 22 23 and/or any of the UNDERLYING ACTIONS. **DEMAND FOR PRODUCTION NO. 6:** 24 Any and all DOCUMENTS, whether in written or computerized form, CONCERNING 25 26 any communications by, from or on behalf of PEIC regarding THE ACCIDENT and/or any of 27 the UNDERLYING ACTIONS.

DEMAND FOR PRODUCTION NO. 7:

Any and all **DOCUMENTS**, whether in written or computerized form, **CONCERNING** any communications by, from or on behalf of **INTERSTATE** regarding **THE ACCIDENT** and/or any of the **UNDERLYING ACTIONS**.

DEMAND FOR PRODUCTION NO. 8:

Any and all **DOCUMENTS**, whether in written or computerized form, **CONCERNING** any communications by, from or on behalf of **PLAINTIFFS** regarding **THE ACCIDENT** and/or any of the **UNDERLYING ACTIONS**.

DEMAND FOR PRODUCTION NO. 9:

Any and all **DOCUMENTS**, whether in written or computerized form, **CONCERNING** any communications by, from or on behalf of **SITA** regarding **THE ACCIDENT** and/or any of the **UNDERLYING ACTIONS**.

DEMAND FOR PRODUCTION NO. 10:

Any and all **DOCUMENTS**, whether in written or computerized form, **CONCERNING** any communications by, from or on behalf of **SAFECO** regarding **THE ACCIDENT** and/or any of the **UNDERLYING ACTIONS**.

DEMAND FOR PRODUCTION NO. 11:

Any and all **DOCUMENTS**, whether in written or computerized form, **CONCERNING** any communications by, from or on behalf of **PULIDO** regarding **THE ACCIDENT** and/or any of the **UNDERLYING ACTIONS**.

DEMAND FOR PRODUCTION NO.12:

Any and all **DOCUMENTS**, whether in written or computerized form, **CONCERNING** any communications by, from or on behalf of the law firm of Verner, Salesan and Brandt regarding **THE ACCIDENT** and/or any of the **UNDERLYING ACTIONS**.

DEMAND FOR PRODUCTION NO. 13:

Any and all **DOCUMENTS**, whether in written or computerized form, **CONCERNING** any communications by, from or on behalf of any other person or entity not identified in the

Demand Nos. 2 through 11 regarding THE ACCIDENT and/or any of the UNDERLYING 1 ACTIONS. 2 **DEMAND FOR PRODUCTION NO. 14:** 3 Any and all DOCUMENTS, whether in written or computerized form, CONCERNING 4 the processing, investigation, handling or disposition by YOU or on YOUR behalf of any claims 5 for policy benefits under any of YOUR policies CONCERNING any of the UNDERLYING 6 **ACTIONS.** 7 **DEMAND FOR PRODUCTION NO. 15:** 8 YOUR complete claim file(s) relating to each of the UNDERLYING ACTIONS, whether 9 maintained in YOUR field office, regional office, home office, or any other office, and whether in 10 written or in computerized form. 11 **DEMAND FOR PRODUCTION NO. 16:** 12 A complete copy of **YOUR** underwriting files, whether in written or in computerized form, 13 for YOUR Policy No. PBA0000343-01 in effect from 8/31/01 to 8/31/02. 14 **DEMAND FOR PRODUCTION NO. 17:** 15 A complete copy of **YOUR** underwriting files, whether in written or in computerized form, 16 for YOUR Policy No. GLP 0004163 in effect from 5/29/01 to 8/31/01. 17 **DEMAND FOR PRODUCTION NO. 18:** 18 A complete copy of the **YOUR** policy, Policy No. PBA0000343-01 in effect from 8/31/01 19 to 8/31/02. 20 **DEMAND FOR PRODUCTION NO. 19:** 21 22 A complete copy of the YOUR policy, Policy No. GLP 0004163 in effect from 5/29/01 to 23 8/31/01. 24 **DEMAND FOR PRODUCTION NO. 20**: A complete copy of the application for YOUR policy, Policy No. PBA0000343-01 in 25 26 effect from 8/31/01 to 8/31/02.

DEMAND FOR PRODUCTION NO. 21: 1 A complete copy of the application for **YOUR** policy, Policy No. GLP 0004163 in effect 2 from 5/29/01 to 8/31/01. 3 **DEMAND FOR PRODUCTION NO. 22**: 4 A complete copy of **INTERSTATE'S** policy, Policy No. FFX6200400. 5 **DEMAND FOR PRODUCTION NO. 23**: 6 A complete copy of INTERSTATE'S policy, Policy No. FFX6200401. 7 **DEMAND FOR PRODUCTION NO. 24:** 8 Any and all **DOCUMENTS CONCERNING** any agreements, whether written, oral, 9 formal or informal, between GOLDEN STATE and SITA relating to the use and/or sharing of 10 buses for the time period of January of 1998 through January of 2003. 11 **DEMAND FOR PRODUCTION NO. 25**: 12 Any and all **DOCUMENTS CONCERNING** any agreements, whether written, oral, 13 formal or informal, between GOLDEN STATE and SITA relating to the use and/or sharing of 14 drivers for the time period of January of 1998 through January of 2003. 15 **DEMAND FOR PRODUCTION NO. 26:** 16 Any and all DOCUMENTS CONCERNING the August 24, 2002 bus accident which is 17 the subject matter of the UNDERLYING ACTIONS. 18 19 **DEMAND FOR PRODUCTION NO. 27:** Any and all DOCUMENTS CONCERNING the employment of PULIDO, including but 20 21 not limited to, his employment application, personnel file, driving record, history, tickets, 22 violations and/or log books. 23 **DEMAND FOR PRODUCTION NO. 28:** Any and all DOCUMENTS CONCERNING the 1998 MCI BUS including but not 24 25 limited to the records of operation, federal registration, state registration, and/or title. 26 /// 27

DEMAND FOR PRODUCTION NO. 29:

Any and all **DOCUMENTS CONCERNING** any agreement whether written, oral, formal or informal, between **SAFECO** and **GREYHOUND CONCERNING** the leasing of vehicles including but not limited to the **MASTER LEASE AGREEMENT**.

DÉMAND FOR PRODUCTION NO. 30:

Any and all **DOCUMENTS** between **CONCERNING** any agreement, whether written, oral, formal or informal, between **SAFECO** and **GOLDEN STATE CONCERNING** the leasing of vehicles.

DEMAND FOR PRODUCTION NO. 31:

Any and all **DOCUMENTS CONCERNING** any agreement, whether written, oral, formal or informal, between **GREYHOUND** and **GOLDEN STATE CONCERNING** the leasing of vehicles including but not limited to the **MASTER SUBLEASE AGREEMENT**..

DEMAND FOR PRODUCTION NO. 32:

Any and all **DOCUMENTS CONCERNING** any agreement, whether written, oral, formal or informal, between **GREYHOUND** and **SITA CONCERNING** the leasing of vehicles.

DEMAND FOR PRODUCTION NO. 33:

Any and all **DOCUMENTS CONCERNING** any agreement, whether written, oral, formal or informal, between **SITA** and **GOLDEN STATE CONCERNING** the leasing of vehicles.

DEMAND FOR PRODUCTION NO. 34:

Any and all **DOCUMENTS CONCERNING** any agreement, whether written, oral, formal or informal, between **SITA** and **GOLDEN STATE CONCERNING** the **1998 MCI BUS**.

DEMAND FOR PRODUCTION NO. 35:

Any and all **DOCUMENTS**, whether in written or computerized form, **CONCERNING** the disposition and/or settlement of each of the **UNDERLYING ACTIONS**.

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1	<u>DEMAND FOR PRODUCTION NO. 36</u> :
2	Copies of any and all settlement agreements and/or releases for each of the
3	UNDERLYING ACTIONS.
4	<u>DEMAND FOR PRODUCTION NO. 37</u> :
5	Any and all DOCUMENTS , whether in written or computerized form, CONCERNING
6	the funding of the settlement of each of the UNDERLYING ACTIONS.
7	DEMAND FOR PRODUCTION NO. 38:
8	Any and all DOCUMENTS CONCERNING the business operations of GOLDEN
9	STATE.
10	<u>DEMAND FOR PRODUCTION NO.39</u> :
11	Any and all DOCUMENTS CONCERNING any Federal and/or State indictment(s) of
12	GOLDEN STATE.
13	DEMAND FOR PRODUCTION NO. 40:
14	Any and all DOCUMENTS CONCERNING the bankruptcy of GOLDEN STATE.
15	DEMAND FOR PRODUCTION NO. 41:
16	Any and all DOCUMENTS CONCERNING the business operations of SITA .
17	<u>DEMAND FOR PRODUCTION NO. 42</u> :
18	Any and all DOCUMENTS CONCERNING the business operations of GREYHOUND
19	DEMAND FOR PRODUCTION NO. 43:
20	Any and all DOCUMENTS CONCERNING any claims for benefits under any policies
21	issued by YOU CONCERNING the UNDERLYING ACTIONS.
22	DEMAND FOR PRODUCTION NO. 44:
23	Any and all DOCUMENTS CONCERNING any claims for benefits under any policy(s)
24	CONCERNING the UNDERLYING ACTIONS.
25	DEMAND FOR PRODUCTION NO. 45:
26	A complete copy of any and all denial and/or reservation of rights letter(s) issued by
27	INTERSTATE CONCERNING the UNDERLYING ACTIONS.

DEMAND FOR PRODUCTION NO. 46:

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A complete copy of any and all denial and/or reservation of rights letter(s) issued by YOU 2 CONCERNING the UNDERLYING ACTIONS. 3 **DEMAND FOR PRODUCTION NO. 47**: 4 All DOCUMENTS CONCERNING any criminal prosecution of PULIDO in relation to 5 the accident which is the subject of the UNDERLYING ACTIONS. 6 **DEMAND FOR PRODUCTION NO. 48:** 7 All DOCUMENTS CONCERNING any criminal prosecution of GOLDEN STATE in 8 relation to the accident which is the subject of the UNDERLYING ACTIONS. 9 **DEMAND FOR PRODUCTION NO. 49**: 10 All DOCUMENTS CONCERNING any criminal prosecution of SITA in relation to the 11 accident which is the subject of the UNDERLYING ACTIONS. 12 **DEMAND FOR PRODUCTION NO. 50:** 13 Complete copies of all Security Exchange Commission filings and/or annual reports of 14 **GREYHOUND** during the time period of December 31, 2001 - January 1, 2003. 15 **DEMAND FOR PRODUCTION NO. 51:** 16 Complete copies of all Security Exchange Commission filings and/or annual reports of 17 SITA during the time period of December 31, 2001 - January 1, 2003. 18 **DEMAND FOR PRODUCTION NO. 52:** 19 Complete copies of all Security Exchange Commission filings and/or annual reports of 20 GOLDEN STATE during the time period of December 31, 2001 - January 1, 2003. 21 **DEMAND FOR PRODUCTION NO. 53:** 22 ALL DOCUMENTS produced by any party to the UNDERLYING ACTIONS. 23 **DEMAND FOR PRODUCTION NO. 54:** 24 All deposition transcripts for depositions taken in any of the UNDERLYING ACTIONS. 25 26 111 27 ///

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D	EMAND FOR PRODUCTION NO. 55:
	Any witness statements taken from any person concerning the UNDERLYING
\mathbf{A}	CTIONS.
D	EMAND FOR PRODUCTION NO. 56:
	All discovery requests and responses in the UNDERLYING ACTIONS.
D	EMAND FOR PRODUCTION NO. 57:
	ALL DOCUMENTS produced in the discovery of any of the UNDERLYING
A	CTIONS.
D	EMAND FOR PRODUCTION NO. 58:
	All pleadings in the UNDERLYING ACTIONS.
D	EMAND FOR PRODUCTION NO. 59:
	All DOCUMENTS CONCERNING coverage under any and all policies issued by YOU
fo	or THE ACCIDENT and/or any injury, loss or claims arising out of it.
D	EMAND FOR PRODUCTION NO. 60
	All DOCUMENTS CONCERNING potential overage under any and all policies issued
b	YOU for THE ACCIDENT and/or any injury, loss or claims arising out of it.
D	EMAND FOR PRODUCTION NO. 61:
	All DOCUMENTS CONCERNING coverage under any and all policies issued by PEIC
fo	or THE ACCIDENT and/or any injury, loss or claims arising out of it.
D	EMAND FOR PRODUCTION NO. 62:
	All DOCUMENTS CONCERNING potential overage under any and all policies issued
b	PEIC for THE ACCIDENT and/or any injury, loss or claims arising out of it.
. <u>D</u>	EMAND FOR PRODUCTION NO. 63:
	All DOCUMENTS CONCERNING coverage under any and all policies issued by
I	NTERSTATE for THE ACCIDENT and/or any injury, loss or claims arising out of it.
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DEMAND FOR PRODUCTION NO. 64:

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All **DOCUMENTS CONCERNING** potential overage under any and all policies issued by **INTERSTATE** for **THE ACCIDENT** and/or any injury, loss or claims arising out of it.

Receipt 13252044

Receipt submitted on 12/20/2006 2:00:29 PM (ET)

Date/Time (ET)	Status
 12/29/2006 6:23:00 PM	Successfully performed service (Republic Western Insurance Company - Attn: Custodian of Records)
1/2/2007 11:45:00 AM	Received Signed Service Affidavit for order (Republic Western Insurance Company - Attn: Custodian of Records)
12/20/2006 2:00:47 PM	Order request received (Order ID 8203348)
12/20/2006 2:00:32 PM	Service request has been submitted.
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Fee Information

Fee Information	Total Recipients	Subtotal	Tax	Total
SOP Fast Service Fee (2-4 business days)	1	\$145.00	\$0.00	\$145.00
SOP Witness Fee	1	\$24.75	\$0.00	\$24.75
SOP Additional Service Fee	1	\$145.00	\$0.00	\$145.00
	Total	s \$314.75	\$0.00	\$314.75

Document List

Document Title	File Name	Conversion Status	View
United States District Court District of Arizona Subpoena in a Civil Case	7859885_Subpoena-Republic.pdf	Converted	<u>PDF format</u> <u>Original format</u>
Signed Service Affidavit for order (Republic Western Insurance Company - Attn: Custodian of Records)	7925769_ServiceRequestConf.pdf	Converted	PDF format Original format

Recipients

Service Recipient	Address(es)	Description	Service Status
Republic Western Insurance Company - Attn: Custodian of Records	Address Type: Business 2721 North Central Ave. Phoenix, AZ 85004		Served
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Service Options

	Service Options	Selected Option
	Deadline for Service	12/27/2006
	Hearing Date	
	Billing Reference	AC4699
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Case 5:06-cv-00593-VAP-OP Document 259 Filed 07/31/09 Page 72 of 72 Page ID #:1357

File Affidavit of Service with Court? No

Special Instructions

Contact Information

Contact Information

Name Maureen Davis

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Pleasant Hill, CA 94523-3961

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